



SACHI A. HAMAI
Interim Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

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"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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May 12, 2015


The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 May 12, 2015


PATRICK OZAWA
ACTING EXECUTIVE OFFICER

**AMENDMENT NO. 4 TO LEASE NO. 63775
PROBATION DEPARTMENT
1652-1668 WEST MISSION BOULEVARD, POMONA
(FIRST DISTRICT)
(3 VOTES)**

SUBJECT

A seven-year lease amendment for 21,680 square feet of office space and 80 on-site parking spaces for the Probation Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and instruct the Mayor to sign the seven-year lease amendment with Safco Equity Partnership, LP, a California Limited Partnership (Lessor) that will provide Probation uninterrupted use of 21,680 rentable square feet of office space and 80 on-site parking spaces included in the rental rate. The maximum annual total lease cost is \$494,304, plus the cost of utilities. The lease costs are 100 percent net County cost.
3. Authorize the Interim Chief Executive Officer and the Chief Probation Officer to implement the project. The lease amendment will be effective upon approval by the Board of Supervisors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1991, Probation has provided juvenile and adult services from the subject facility. The current lease term expired on January 31, 2014, and is currently on month-to-month holdover. Probation is unable to relocate at this time due to the lack of alternative sites available in the service area.

The proposed lease amendment will reduce the prevailing monthly rental rate without adjustment for the seven-year term. It also provides American with Disabilities Act (ADA) and premises upgrades, as well as base building improvements at no additional cost to the County. It will continue to provide uninterrupted delivery of services and programs to the target population in the surrounding area.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services; the Goal of Community Support and Responsiveness (Goal 2) directs that we enrich lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges. The proposed lease amendment supports these goals with a facility that will continue to provide Probation services, as further outlined in Attachment A.

FISCAL IMPACT/FINANCING

The initial annual base rent of \$494,304, which includes parking, represents an annual rent reduction of \$10,406. The base rent will remain fixed without adjustment for the seven-year term. Pursuant to the underlying lease, the Safco Equity Partnership, LP, a California Limited Partnership (Lessor), will remain responsible for all operating costs associated with the County's occupancy, except utilities, which will be the responsibility of the County. Sufficient funding for the proposed lease will be included in the Fiscal Year (FY) 2015-16 Rent Expense budget and will be billed back to the department. Probation will have sufficient funding in its FY 2015-16 operating budget to cover the projected lease costs, which are 100 percent net County cost. Attachment B is an overview of the lease costs associated with the lease amendment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed amendment will provide Probation uninterrupted use of 21,680 square feet of office space and 80 on-site surface parking spaces included in the rent. The proposed lease includes the following provisions:

- A seven-year lease term that will commence upon adoption by the Board of Supervisors subject to the Lessor's completion of ADA and premises upgrades, as well as base building improvements.
- A reduced rental rate of \$1.90 per rentable square foot will remain fixed for the amended seven-year lease term.
- A County right to cancel the lease at or any time after 60 months of the extended lease term upon 180 days prior written notice.

The Chief Executive Office (CEO), Real Estate Division staff surveyed the immediate area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically. Based upon the survey, staff has established that the annual rental range for similar space is between \$19.80 and \$24.00 per square foot on a full-service gross basis including parking. Therefore, the proposed annual rental rate of \$22.80, including parking, plus the cost of utilities paid by the Lessee, is within the range of comparable market rates for this area. Attachment C shows all County-owned and leased facilities within a five-mile radius of the subject facility, and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works inspected the facility and has found it suitable for County occupancy. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402. The preparation of premises work will be completed in compliance with ADA and applicable building codes. Additionally, the Lessor has ensured path of travel requirements have been or will be met.

The proposed lease amendment will provide a central and appropriate location, which is consistent with the County's Facility Location Policy adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

A childcare facility is not feasible for the department at the proposed leased premises.

ENVIRONMENTAL DOCUMENTATION

The CEO concluded that this project is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

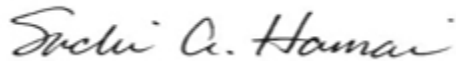
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease amendment will allow Probation to continue to provide the necessary office space for this County requirement and the department concurs with the proposed recommendation.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two originals of the executed lease amendment and the adopted, stamped Board letter and two certified copies of the Minute Order to the CEO, Real Estate Division at 222 South Hill Street, Fourth Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in cursive script, reading "Sachi A. Hamai".

SACHI A. HAMAI

Interim Chief Executive Officer

SAH:TT:CMM

TS:MM:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Probation

**PROBATION DEPARTMENT
1652-1668 WEST MISSION BOULEVARD, POMONA**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²			X
	B	Does lease co-locate with other functions to better serve clients? ²			X
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ²	X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²	X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program? 100% NCC	X		
	B	Is this a long term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment C?	X		
	G	Was build-to-suit or capital project considered? ² Insufficient funds and time to locate and improve an alternate facility, even if one were available.		X	
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located?			X
		1. <u> X </u> The program clientele requires a "stand alone" facility.			
		2. <u> </u> No suitable County occupied properties in project area.			
		3. <u> X </u> No County-owned facilities available for the project.			
		4. <u> </u> Could not get City clearance or approval.			
		5. <u> </u> The Program is being co-located.			
	E	Is lease a full service lease? ² County pays utilities		X	
	F	Has growth projection been considered in space request?	X		
	G	Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

**FISCAL IMPACT/FINANCING
OVERVIEW OF LEASE CHANGES**

1652-1668 WEST MISSION BOULEVARD	EXISTING LEASE	PROPOSED AMENDMENT	CHANGE
Area (Square feet)	21,680	21,680	None
Term	5 years	7 years	+ 2 years
Annual Base Rent	\$504,710 (\$23.28/sq. ft.)	\$494,304 (\$22.80/sq. ft.)	- \$10,406 - (\$.48/sq. ft.)
Cancellation	Any time after 48 months upon 180 days prior written notice	Any time after 60 months upon 180 days prior written notice	+ 12 months
Parking (included in rent)	80	80	None
Option to Renew	One five-year option	None	- One five-year option
Annual Base Rental Adjustment	5 percent fixed	None	- Annual base rental adjustments

**PROBATION DEPARTMENT
1652-1668 WEST MISSION BOULEVARD, POMONA**

Five-mile radius search from the 1652-1668 West Mission Boulevard, Pomona

LACO	FACILITY NAME	ADDRESS	SQUARE GROSS	FEET NET	OWNERSHIP	SQUARE FEET AVAILABLE
5673	PUBLIC LIBRARY-SAN DIMAS LIBRARY	145 N WALNUT AVE, SAN DIMAS 91773	13628	11421	OWNED	NONE
4135	BRACKETT FIELD-ADMINISTRATION BUILDING-1	1615 W MCKINLEY AVE, LA VERNE 91750	9393	3693	OWNED	NONE
A019	AIR OPERATIONS 24-HR MULTI-MISSION SQUAD	1889 MCKINLEY AVE, LA VERNE 91750-5802	8000	7916	LEASED	NONE
Y478	PUBLIC LIBRARY-LA VERNE LIBRARY	3640 D ST, LA VERNE 91750	10347	8486	OWNED	NONE
A359	DPSS-POMONA GAIN PROGRAM REGION III SUBOFFICE	2255 N GAREY AVE, POMONA 91768	19500	18525	LEASED	NONE
6312	PUBLIC LIBRARY-CLAREMONT LIBRARY	208 N HARVARD AVE, CLAREMONT 91711	22921	17447	OWNED	NONE
Y479	PUBLIC LIBRARY-WALNUT LIBRARY	21155 LA PUENTE RD, WALNUT 91789	12731	8612	OWNED	NONE
A670	DCFS-CORPORATE CENTER	801 CORPORATE CENTER DR, POMONA 91768	49416	46945	LEASED	NONE
D602	DPSS-POMONA WS DISTRICT OFFICE	2040 W HOLT AVE, POMONA 91768	54265	39418	OWNED	NONE
A036	PROBATION-POMONA VALLEY AREA OFFICE	1660 W MISSION BLVD, POMONA 91766	21680	17618	LEASED	NONE
5307	PH-POMONA PUBLIC HEALTH CENTER	750 S PARK AVE, POMONA 91766	15980	14960	FINANCED	NONE
A563	DIST ATTY-POMONA INTERVALLEY OFFICE BUILDING	300 S PARK AVE, POMONA 91766	16757	15920	LEASED	NONE
A349	DPSS-POMONA IN HOME SUPPORTIVE SRVC	360 E MISSION BLVD, POMONA 91766	17616	16735	LEASED	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed Lease: A seven-year lease amendment for the Probation Department – 1652-1668 West Mission Boulevard, Pomona – 1st District – Option to cancel after 60 months (5 years)

A. Establish Service Function Category – Regional and local service function

B. Determination of the Service Area – Since 1991, Probation has provided juvenile and adult services from the subject facility. The current lease term expired on January 31, 2014, and is currently on month-to-month holdover. Probation is unable to relocate due to budget constraints. The proposed amendment will continue to provide uninterrupted delivery of services and programs to the target population in the surrounding area.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Probation programs are most effective when located in the same geographic area as its consumers and providers.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: The surrounding area is in the process of improving existing facilities and sparse new in-fill development.
- Proximity to public transportation: The location is adequately served by transit services and is within close proximity to the junction of the 10, 57, and 71 freeways.
- Availability of affordable housing for County employees: The surrounding area provides for affordable rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no existing County buildings available to meet the Department's service needs.
- Compatibility with local land use plans: Notification letters have been sent to the City of Pomona pursuant to Government Code Sections 25351 and 65402. The Department of Public Works inspected the facility and found it suitable for County occupancy.

- Estimated acquisition/construction and ongoing operational costs: The initial annual base rent of \$494,304, which includes parking, will remain fixed for the term. The Lessor will remain responsible for all operating costs associated with the County's occupancy except utilities, pursuant to the underlying lease. Sufficient funding for the proposed lease will be included in the Fiscal Year (FY) 2015-16 Rent Expense budget and will be billed back to the department. Probation will have sufficient funding in its FY 2015-16 operating budget to cover the projected lease costs which are 100 percent net County cost. Attachment B is an overview of the lease costs associated with the lease amendment.

D. Analyze results and identify location alternatives

Based upon the space and service needs of Probation, CEO Real Estate staff surveyed the immediate area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically. Based upon the survey, staff has established that the annual rental range for similar space is between \$19.80 and \$24.00 per square foot on a full-service gross basis including parking. Therefore, the proposed annual rental rate of \$21.60, including parking plus utilities, is within the range of comparable market rates for this area.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

Due to budget constraints, Probation is unable to pursue alternate space and even if able, the types of programs significantly reduce the number of available alternatives. Given the foregoing, the Lessor of the existing facility welcomed the term extension, and will provide premises and ADA upgrades and base building improvements at its sole cost. The existing Probation facility will continue to provide a central location consistent with the County's Facility Location Policy adopted by the Board of Supervisors on July 24, 2012.

**AMENDMENT NO. 4 TO LEASE NO. 63775
1652-1668 WEST MISSION BOULEVARD, POMONA, CA**

THIS AMENDMENT NO. 4 TO LEASE NO. 63775 ("Amendment No. 4"), made, entered and dated as of this 12th day of May, 2015 by and between **SAFCO EQUITY PARTNERSHIP, LP**, a California Limited Partnership, hereinafter referred to as "LESSOR" and the **COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "LESSEE".

WHEREAS, a Lease and Agreement by and between Abe and Thelma Grossman as Lessor, and the County of Los Angeles as Lessee, was executed on August 21, 1990 (the "Lease"), pursuant to which Lessor leased to Lessee those certain Premises located at 1660 West Mission Boulevard, Pomona, California and;

WHEREAS, SAFCO HOLDING CORP. is the general partner for SAFCO EQUITY PARTNERSHIP, LP, a California Limited Partnership, the Lessor, and successor in interest, that retains all rights and responsibilities granted pursuant to Lease No. 63775, dated August 21, 1990, and;

WHEREAS, Amendment No. 1, dated April 4, 2000, amended the terms of the Lease and Agreement to extend the term, reduce the monthly per square foot rental rate, acquire additional premises and improve the additional premises for Lessee's use and;

WHEREAS, Amendment No. 2, dated January 17, 2006, amended the terms of the Lease and Agreement to extend the term, reduce the monthly per square foot rental rate and improve the premises for Lessee's use and;

WHEREAS, Amendment No. 3, dated October 7, 2008, amended the terms of the Lease and Agreement to extend the term and provide a coterminous expiration date, provide fixed annual rental adjustments, acquire additional premises and improve the additional premises for Lessee's use and;

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease and Agreement to extend the term, maintain the monthly per square foot rental rate, complete base building improvements and maintenance items, and upgrade the premises for Lessee's use and;

WHEREAS, the terms of this Amendment No. 4 to the Lease will not become effective until such time that said Amendment No. 4 is executed by all parties hereto;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements herein contained, and intending to be legally bound, Lessor and Lessee hereby covenant and agree as follows:

1. **TERM:** Paragraph 2.A., ORIGINAL TERM, as amended, is hereby deleted in its entirety and the following is substituted therefor:

The original term of this Lease commenced February 6, 1991 and is hereby extended such that it shall end seven (7) years after substantial completion of Landlord's Work as described herein (the "Commencement Date"), unless this Lease is extended, canceled or otherwise terminated in accordance with the conditions and provisions of the Lease, as amended. The Commencement Date shall begin as defined herein, provided the Premises are in compliance with all of the following: (1) the shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises; (2) Lessor has sufficiently completed all the requirements for the required work to be performed by Lessor in accordance with Paragraph 28 and Exhibits A, B and C1 of this Lease Amendment, such that Lessee can conduct normal business operations from the Premises; and (3) Lessee has been provided with the number of parking privileges and spaces to which it is entitled under this Lease as amended.

2. **RENT:** Paragraph 3, RENT, is hereby deleted in its entirety and the following is substituted therefor:

Lessee hereby agrees to pay as rent for the Premises during the term and without adjustment, the sum of \$41,192 per month, i.e., \$1.90 per rentable square foot per month, payable in advance by Auditor's General Warrant (the "Base Rent"). Rental payments shall be payable within 15 days after the first day of each and every month of the term hereof, provided Lessor has caused a claim therefore for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.

Lessor agrees that the rental rate herein reflects Lessor's additional costs for maintaining the facility as a result of Lessee's particular use of the premises. Accordingly, Lessor agrees that it shall not be entitled to any additional compensation in any form whatsoever for costs or losses arising out of the maintenance obligations of Lessor hereunder, during or after the expiration of the Lease term, including any option term. The provisions herein shall survive the expiration or sooner termination of this Lease with respect to any claims for compensation arising out of Lessor's maintenance obligations hereunder that occur or arise prior to such expiration or termination.

3. **CANCELLATION:** Paragraph 5, CANCELLATION, is hereby deleted in its entirety and the following is substituted therefor:

Lessee shall have the right to cancel this Lease at or any time after sixty (60) months from the Commencement Date of this Amendment No. 4, by giving Lessor not less than 180 days prior written notice by Chief Executive Office letter.

4. **PREPARATION OF PREMISES:** Paragraph 28, is hereby added to the Lease as follows:

Lessor hereby acknowledges and consents to the following:

- (a) Lessee may install a closed circuit television camera system to monitor all exterior doors of the Premises as needed.
- (b) Lessee may replace the electric stove and overhead microwave oven.
- (c) Lessee may install a new card reader system to include the doors in the recently leased areas.

Within 30 days of the date the Lessor is notified in writing that the Board of Supervisors of the County of Los Angeles has approved this Amendment No. 4, Lessor shall begin the work described herein. At its sole cost and expense, Lessor shall complete the work described herein within 180 days after commencement of the work, including all deferred maintenance and repair items as shown on Exhibit A, and all work to comply with the American with Disabilities Act Report as shown on Exhibit B, subject to Lessee's acceptance which shall not be unreasonably withheld. Lessee hereby agrees to make timely inspections and to give timely notice of its approval or disapproval of said work.

Lessor, at its sole cost and expense, shall paint and install new carpet squares, including lifting and replacement (returning to the original location) of the modular furniture throughout the Premises described as 1660 West Mission Boulevard (per site-map attached and marked as Exhibit "C-1" indicating the location in the Premises where work is to be performed). Lessor shall perform all work on the Improvements during weekends and after normal business hours. Lessee, at its sole cost and expense, shall disconnect, move and/or replace and reconnect all exposed wires, cables, and fiberoptics for the telephone, internet and/or any other office equipment to each and every station affected by this work throughout the Premises described in Exhibit C-1.

In the event Lessor should fail, neglect or refuse to commence the preparation of premises work required by Paragraph 28 and Exhibits A, B and C1, or fail, neglect or refuse to pursue the improvements with reasonable diligence to completion, the Lessee at its sole discretion may perform or cause to be performed said improvements and deduct the cost thereof from the installments of rent next due as a charge to the Lessor. If the Commencement Date has not occurred within the timeframe specified herein, subject to force majeure delays, Lessee may thereafter terminate this Lease effective upon the giving of written notice to landlord and the parties shall have no further obligations to one another hereunder. After the full completion of Landlord's Work, Lessor and Lessee shall sign a Completion of Lessor Work Letter confirming the Commencement Date.

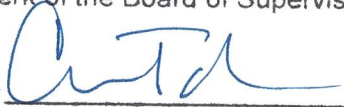
5. **RENTAL ADJUSTMENT:** Paragraph 26, RENTAL ADJUSTMENT, is hereby deleted in its entirety.

6. Wherever a conflict exists in the terms or conditions of this Amendment No. 4 and the original Lease as previously amended, the terms and conditions of this Amendment No. 4 shall prevail. All other terms and conditions of the Lease, as amended, remain unchanged and are hereby reaffirmed in full force and effect.

IN WITNESS WHEREOF, the Lessor has executed this Amendment No. 4 to Lease No. 63775 or caused it to be duly executed, and the Lessee by order of its Board of Supervisors, has caused this Amendment No. 4 to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.


PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By: 
Deputy



LESSOR:
SAFCO EQUITY PARTNERSHIP, LP
A California Limited Partnership


By: Safco Holding Corp.
A California Corporation,
Its General Partner

By: 
John Safi, President

ATTEST:
PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By: 
Deputy

LESSEE:
COUNTY OF LOS ANGELES

By: 
Michael D. Antonovich
Mayor, Board of Supervisors

APPROVED AS TO FORM
MARK J. SALADINO
County Counsel

By: 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 MAY 12 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

63775
Supplement No. 4

EXHIBIT A

DEFERRED MAINTENANCE AND REPAIR ITEMS

Exterior Improvements:

1. Lessor shall maintain the exterior of the building including the parking lot sidewalks and landscaped areas pursuant to Exhibit C of the original Lease.
2. Lessor shall install new ground cover and plants in the landscaped areas at the front of the building.
3. Lessor shall install and maintain new gates to secure the trash enclosure.
4. Lessor shall install "No Loitering" signs in English and Spanish at appropriate locations to deter day laborers, if approved by the City of Pomona.
5. Lessor shall replace all damaged or missing stop signs at their existing location(s).
6. Lessor shall stripe the parking spaces at the rear of the building.
7. Lessor shall repair the stucco and door strike at the west entrance door frame at the rear of 1652 West Mission Boulevard.
8. Lessor shall replace the metal strip at bottom of east entrance door at the rear of 1652 West Mission Boulevard.
9. Lessor shall repair the roof and maintain watertight condition throughout the term.
10. Lessor shall repair all damaged stucco and paint the entire exterior of the building.

Interior Improvements:

1. Lessor shall maintain the interior of the building pursuant to Exhibit C of the original Lease.
2. Lessor shall replace all window blinds in the area of the Premises indicated in Exhibit "C-1". Landlord, at its option, shall* replace the existing window blinds in a color acceptable to the County of Los Angeles with new 2-inch wide slat blinds. The new blinds shall be sectional in the Head Clerk and Director's offices to expand between window vertical mullions or frames.

3. Lessor shall repair and seal all windows to airtight condition in all private offices and replace the insulating felt on the exterior doors along the front of the building to limit air intrusion and repair all window sills and frames as required.
4. Lessor shall replace all damaged or non-functioning soap dispensers and bathroom tissue dispensers in the public and staff restrooms replace all broken, damaged or non-functioning faucets in the men and women's restrooms at the rear of the main office space, replace all malfunctioning toilet stall partition locking mechanisms and clean all exhaust fans.
5. Lessor shall replace or relocate one reception window, including the counter serving this window, to comply with the Americans with Disabilities Act (ADA).
6. Lessor shall repair all wall corners and install ~~plastic~~ or metal corner guards throughout the Premises.
7. Lessor shall replace and install a new mirror, soap dispenser, double toilet-paper roll dispenser, instant hot water heater, and unclog sink piping in the west single occupant restroom.
8. Lessor shall replace all stained and damaged ceiling tiles throughout the entire Premises.
9. Lessor shall contract with a licensed pest control company to inspect and remediate any pests within the building.

EXHIBIT B

AMERICAN WITH DISABILITIES ACT REPORT

Per your request, I evaluated the Probation Pomona Valley Area Office at 1660 W. Mission Blvd., Pomona, CA 91766. I have provided my observations below:

California Building Code 11B-404.2.9, Door and gate opening force. The force for pushing or pulling open a door or gate other than fire doors shall be as follows:

1. Interior hinged doors and gates: 5 pounds maximum.
2. Sliding or folding doors: 5 pounds maximum.
3. Required fire doors: the minimum opening force allowable by the appropriate administrative authority, not to exceed 15 pounds.
4. Exterior hinged doors: 5 pounds (22.2 N) maximum.

These forces do not apply to the force required to retract latch bolts or disengage other devices that hold the door or gate in a closed position.

The force for pushing or pulling open the doors is greater than 5 lbs. force.

California Building Code 11B-603.5 Accessories. Where towel or sanitary napkin dispensers, waste receptacles, or other accessories are provided in toilet facilities, at least one of each type shall be located on an accessible route. All operable parts, including coin slots, shall be 40 inches maximum above the finish floor.

Toilet seat cover and soap dispensers located so that the dispensers are greater than 40 inches above the finished floor.

California Building Code 11B-405.2 Slope. Ramp runs shall have a running slope not steeper than 8.33%.

The running slope of the interior ramp exceeds the 8.33% maximum allowance.

California Building Code 11B-602.9 Pedestrian protection. All drinking fountains shall either be located completely within alcoves, positioned completely between wing walls, or otherwise positioned so as not to encroach into pedestrian ways. The protected area within which a drinking fountain is located shall be 32 inches wide minimum and 18 inches deep minimum, and shall comply with Section 11B-305.7. When used, wing walls or barriers shall project horizontally at least as far as the drinking fountain and to within 6 inches vertically from the floor or ground surface.

The drinking fountain protrudes in to the path of travel and it does not have wing walls or barriers to indicate hazardous conditions within the path of travel.

California Building Code 11B-606.5 Exposed pipes and surfaces. Water supply and drain pipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks.

The water supply and drain pipes under the lavatories are not properly insulated.

California Building Code 11B-904.4.1 Parallel approach. A portion of the counter surface that is 36 inches long minimum and 34 inches high maximum above the finish floor shall be provided. A clear floor or ground space complying with Section 11B-305 shall be positioned for a parallel approach adjacent to the 36 inch minimum length of counter.

The service counters are greater than 34" above the finished floor.

California Building Code 11B-502.4 Floor or ground surfaces. Parking spaces and access aisles serving them shall comply with Section 11B-302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted. Exception: Slopes not steeper than 2% shall be permitted. Advisory 11B-502.4, Floor or ground surfaces. Access aisles are required to

be nearly level in all directions to provide a surface for wheelchair transfer to and from vehicles. The

exception allows sufficient slope for drainage. Built-up curb ramps are not permitted to project into

access aisles and parking spaces because they would create slopes greater than 2%.

The code and ADA do not allow built-up curb ramps in the access aisle of accessible parking spaces.

California Building Code 11B-502.7.1 Arrangement. Parking spaces and access aisles shall be designed so that persons using them are not required to travel behind parking spaces other than to pass behind the parking space in which they parked.

The path of travel from the accessible parking space requires the person to travel behind parked cars other than their car.

California Building Code 11B-502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with Section 11B-703.7.2.1. Signs identifying van parking spaces shall contain additional language or an additional sign with the designation "van accessible." Signs shall be 60 inches (1524 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.

The accessible parking spaces do not have the requisite space identification signage.

California Building Code 11B-502.2 Vehicle spaces. Car and van parking spaces shall be 216 inches long minimum. Car parking spaces shall be 108 inches wide minimum and van parking spaces shall be 144 inches wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with Section 11B-502.3. Exception: Van parking spaces shall be permitted to be 108 inches wide minimum where the access aisle is 96 inches wide minimum.

There are no designated van accessible parking spaces.

Additionally, please note the following:

- ☐ The exit door on the east side of the building requires a key for egress; this may be hazardous in the event of an emergency; and
- ☐ The restrooms and other ancillary rooms that are designated as employee only were not assessed.

EXHIBIT C-1

SITE MAP – PREMISES WHERE WORK IS TO BE PERFORMED

